



CITY OF MOUNTAIN VIEW

# **URBAN SHARED/ DEMONSTRATION GARDEN**

## **REQUEST FOR PROPOSAL**

**September 26, 2016**

**COMMUNITY SERVICES DEPARTMENT  
RECREATION DIVISION  
201 South Rengstorff Avenue  
Mountain View, CA 94040**

## TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION .....	1
II. SPECIFICATIONS .....	2
III. RFP PROCESS .....	3
IV. TERMS AND CONDITIONS .....	9
V. DEFINITIONS .....	13
VI. ATTACHMENTS .....	13



## CITY OF MOUNTAIN VIEW

Proposal No.: R7712016

### REQUEST FOR PROPOSAL

PROPOSAL CLOSING  
DATE: October 10,  
2016, at 4:00 p.m.,  
Pacific Time

SUBJECT: Provide the City of Mountain View with proposals to design, build, operate, and maintain an Urban Shared Garden for the City.

Company: \_\_\_\_\_

Federal Tax I.D. No. \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Tel. No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail \_\_\_\_\_

Name: \_\_\_\_\_

[PRINT OR TYPE]

Signature\* \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\* ***Authorized Signature:*** The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.

ONLY PROPOSALS WITH AN  
ORIGINAL SIGNATURE WILL BE ACCEPTED.

**This cover page must be completed and submitted as part of your proposal submittal.**

#### FOR QUESTIONS REGARDING THIS REQUEST FOR PROPOSALS, CONTACT:

Shaun Chilkotowsky, Recreation Supervisor  
TELEPHONE: 650-903-6618 FAX: 650-962-1069  
201 South Rengstorff Avenue, Mountain View, CA 94040  
[shaun.chilkotowsky@mountainview.gov](mailto:shaun.chilkotowsky@mountainview.gov)



## I. INTRODUCTION

### A. BACKGROUND

The City of Mountain View, California (City) was incorporated in 1902. It is a municipal corporation of the State, located in Santa Clara County, California. Key service and other pertinent information on the City is summarized below:

- |                              |   |
|------------------------------|---|
| • Governance                 | Council/Manager form of government with a seven-member Council                    |
| • Clientele                  | Estimated population of 78,000  |
| • Service Area               | 12.2 square miles   |
| • Employees                  | 603 full-time equivalents and up to 58 hourly persons representing 11 departments |
| • Fiscal Year 2016-17 Budget | General Fund – approximately \$114.8 million                                      |

### B. PROJECT OVERVIEW/PURPOSE

The Community Services Department (hereinafter “CSD”) of the City of Mountain View is inviting proposals for a community group to design, build, operate, and maintain a small portion (approximately 2,235 square feet) of a public park as an urban shared/demonstration community garden at the new Heritage Park located at 771 North Rengstorff Avenue, Mountain View, California, 94040.

Urban shared/demonstration community garden shall be defined as: The group activity of growing and harvesting legal plants and produce, using organic gardening practices, intending to provide opportunities for: learning about various aspects of the natural world, including organic food production and research; sharing a love of growing plants and caring for the environment; beautifying the community; meeting socially and sharing common gardening interests; demonstrating sustainable and water-efficient gardening techniques; and, teaching youth through hands-on gardening activities and workshops.

Parks within the City of Mountain View are considered community resources and, as such, preference is given to local organizations serving Mountain View. Qualifying organizations include, but are not limited to: schools, environmental and cultural groups, garden clubs, plant societies, and businesses. This is a unique opportunity to showcase your group's passion in gardening and the environment, as well as the latest garden innovations.

Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this Request for Proposals (RFP).

## **II. SPECIFICATIONS**

### **A. SCOPE**

The City of Mountain View Recreation Division seeks an organization to design, build, operate, and maintain an urban/shared demonstration garden. Responsibilities will include:

- Ensuring the urban/shared demonstration is maintained to City standards.
- Demonstration area, pathways, and other areas within the garden area shall remain well-groomed and free of any hazards.
- During periods of drought, the vendor is required to work within water allocations and limitations imposed by the City. A basic water supply/irrigation valve will be provided for the vendor to use at their discretion. Drip irrigation, on a timer, is recommended.
- The vendor is responsible for providing all supplies and equipment that will be required to design, build, operate, and maintain the garden.
- A 6'x8' storage shed will be provided on-site. All tools and equipment must be stored and secured when not in use. Tools and equipment that do not fit in the provided storage area must be removed from the site when not in use.
- Maintain a working knowledge of community garden Best Practices and share this information with patrons and visitors. This should be done via signage, special events, or other promotional materials.
- Collaborate with community groups and community-based organizations to build interest and participation in community gardens.

- Maintain raised garden beds, as shown in the attached diagrams.
- Develop an evaluation method to determine the successes and barriers of the demonstration garden.
- Provide City staff a written report on a yearly basis detailing current garden conditions, needs, successes and barriers, future plans, and any other relevant information.

#### B. MINIMUM QUALIFICATIONS

The successful vendor must possess the following qualifications:

- Applicants must be a 501(c)(3) not-for-profit organization OR must be sponsored by a 501(c)(3) not-for-profit to act as its fiscal agent. Documentation must be provided in response to this RFP.
- Experience and qualifications that are commensurate with this project.
- Knowledge and experience working with local community groups, government agencies, and neighborhood groups.
- Experience and knowledge of community gardens in Santa Clara County and San Mateo County.

The City is pursuing a three (3) year agreement with the vendor awarded the contract at the conclusion of this RFP. The agreement will include an optional two (2) year extension and will require both vendor and City approval to extend.

### III. RFP PROCESS

#### A. INVITATION TO RESPOND

The City of Mountain View is hereby contacting vendors deemed most qualified to design, build, operate, and maintain an Urban Shared/ Demonstration Garden at Heritage Park in Mountain View.

Vendors should contact Shaun Chilkotowsky, Recreation Supervisor, via e-mail at [shaun.chilkotowsky@mountainview.gov](mailto:shaun.chilkotowsky@mountainview.gov) if there are any questions regarding the RFP solicitation and process. Respondents and individuals

associated with their firm may NOT contact City employees, their vendors, or elected City officials outside of the process identified.

Vendors are encouraged to initiate preparation of proposals immediately upon receipt of this RFP, so all relevant questions and information needs can be identified and answered and adequate time is available to prepare a comprehensive and complete proposal.

B. PROPOSAL INSTRUCTIONS

Vendors shall prepare each proposal simply and economically, providing a straightforward, concise description of vendors' offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Proposal shall contain drawings or renderings of the proposed garden site. A conceptual plan of the park is attached and provides specific location of Urban Shared/Demonstration Garden. This should include materials required to build the garden, time required to construct the garden, and a maintenance plan.

The proposal should include anticipated costs of designing, building, and operating the demonstration garden. Also include existing and potential revenue sources.

The proposal should include potential plants being used, signage required, and any other pertinent information regarding education aspects of the garden.

Included in the proposal should be names and resumés of project team members that will be involved in the development, implementation, and evaluation of the demonstration garden. Lead team members that have significant experience relevant to this project should be identified.

If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.

C. EVALUATION COMMITTEE

The City will have an evaluation committee to review and rate proposals on various qualitative and quantitative criteria. The City will evaluate these proposals and select one (1) vendor to provide the requested services. Proposals will be evaluated on the following:

- Demonstrated ability to perform the services outlined in the project scope.
- Experience and expertise in the various areas stated in the RFP.
- Community benefit, sustainability, and educational components.
- Thoroughness of proposal and ability to meet minimum qualifications.
- Ability to provide culturally competent services that include serving diverse ethnic and cultural populations.
- Identified funding sources.

D. ISSUING OFFICE

The Community Services Department, Recreation Division is the Issuing Office for the City of Mountain View, California.

E. SCHEDULE OF ACTIVITIES AND DATES TO BE REVISED, AS NEEDED\*

The following table outlines the City's planned schedule of major activities related to the RFP distribution, proposal submission, evaluation, and selection processes. All times referenced are in Pacific Time.

	<u>Date</u>
1. RFP issued to prospective Vendors	09/26/2016
2. Last date for submission of written questions (5:00 p.m.)	10/3/2016
3. Proposal submission deadline (4:00 p.m.)	10/10/2016

\* The City reserves the right to amend the above schedule as necessary.

F. QUESTIONS

Vendors are responsible for carefully reading and understanding fully the terms and conditions of this RFP. Requests for clarification or additional information must be made in writing to the Recreation Supervisor and received at the Recreation Division office listed on the cover page no later than 5:00 p.m., Pacific Time, on Monday, October 3, 2016. Such requests should contain the following: "QUESTIONS: Demonstration Garden RFP." Only written communications relative to the RFP shall be considered. Hard copy, facsimile, and electronic mail are acceptable methods for submission of questions. It is incumbent upon vendors to verify City receipt of their questions. All questions will be answered in writing.

To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

G. CLARIFICATIONS

The City reserves the right to obtain clarification of any point in a vendor's submittal or to obtain additional information necessary to properly evaluate a particular response. Failure of a vendor to respond to such a request for additional information or clarification may result in rejection of the vendor's proposal.

H. SUBMISSION OF PROPOSALS

1. Proposals shall be:
  - a. Made in the official name of the firm or individual under which the vendor's business is conducted (including the official business address);
  - b. Cover page of this RFP signed by a person duly authorized to submit a proposal to this RFP solicitation;
  - c. Submitted in envelopes clearly marked with the assigned RFP title and closing date/time referenced on the outside of the envelope (lower left corner);
  - d. Addressed to Shaun Chilkotowsky, Recreation Supervisor, as identified on the cover page of this RFP; and

- e. Vendors must submit one (1) original and three (3) copies of their proposal. All copies of proposals shall contain all necessary attachments.

I. CLOSING DATE

Proposals must arrive at the location, date, and time identified on the cover page of this RFP in the format set forth herein. There will be no public opening of the proposals. The names of vendors will not be released.

J. LATE SUBMISSIONS

Vendors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the issuing office. Any proposal, modifications to submitted proposal, or request for withdrawal of proposal arriving after the closing date and time will be considered late and will only be accepted in accordance with the applicable City of Mountain View General Provisions for proposals. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of vendors.

K. PROPRIETARY/CONFIDENTIAL INFORMATION

Any information submitted with a proposal is a public record subject to disclosure unless a specific exemption applies. If a proposer submits information clearly marked proprietary or confidential, it will be treated with the confidentiality to the extent permitted by law. However, it is the proposer's obligation and expense to defend any legal challenges seeking to obtain said information. The City shall incur no liability due to release of information from a proposer labeled "proprietary" or "confidential."

L. PROPOSAL MATERIAL OWNERSHIP

All material submitted regarding and in response to this RFP becomes the property of the City of Mountain View and will only be returned to the proposer at the City's option. Any person may review proposals after final selection has been made. The City of Mountain View has the right to use any or all system ideas presented in reply to this request, subject to limitations outlined above in "Proprietary/Confidential Information." Disqualification of a proposer does not eliminate this right.

M. MULTIPLE/ALTERNATIVE PROPOSALS

Vendors may submit more than one proposal to reflect alternative designs. However, only one proposal should be identified as the proposer's "PRIMARY PROPOSAL" and all others should be identified as "ALTERNATIVE PROPOSAL." To facilitate the evaluation process, "ALTERNATIVE PROPOSAL" must follow the same format as "PRIMARY PROPOSAL." Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.

N. ACCEPTABILITY OF PROPOSALS

The Recreation Supervisor shall determine which vendors have met the requirements of the RFP. Failure to comply with any mandatory requirement will disqualify a proposal. The Recreation Supervisor shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Recreation Supervisor may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature. Determination of acceptability of proposals shall be at the City's sole discretion.

The contents of the response of the successful proposal will become contractual obligations if acquisition action ensues. Failure of the responder to accept these obligations in a subsequent purchase agreement, purchase order or contract, or similar acquisition instrument may result in cancellation of further negotiations.

O. CITY'S UNILATERAL RIGHT

The City reserves the unilateral right to cancel this RFP, in whole or in part, or reject any or all proposals submitted in response to this RFP when such action is determined to be in the best interest of the City as determined solely by the City. The City also reserves the unilateral right to award a contract in whole or in part; to award a contract to one or more vendors; to waive or permit cure of minor irregularities; and to conduct discussions with vendors in any manner necessary.

P. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the City may require the vendor to submit such additional information bearing upon the vendor's ability to perform the contract as the City deems appropriate. The City may also consider any information otherwise available, but not limited to, price,

technical and qualifications relative to ability, capacity, integrity, ethics, performance record, and experience of the responder.

Q. INCURRED EXPENSES

The City will not be responsible for any expenses incurred by vendors in preparing and submitting a proposal to this RFP.

R. CONFIDENTIALITY

Vendor shall instruct its employees and volunteers to keep confidential information concerning the business of the City, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the City of Mountain View.

#### IV. TERMS AND CONDITIONS

The City of Mountain View standard terms and conditions shall be included in any final agreement. It does not represent the complete terms of a potential agreement that might be negotiated with a vendor selected to proceed to that phase of the project; however, all of the following terms and conditions would be included in such an agreement.

- A. Payment Terms: The vendor awarded the garden agreement is not required to pay the City any fees. If fees do arise, the City's payment terms are at a minimum, net thirty (30) days after acceptance of approved invoice for service or delivery of goods.
- B. Assignment: Any contract issued as a result of this RFP may not be assigned without written consent of the City.
- C. Termination: Any contract issued as a result of this RFP may be terminated by the City at any time with ten (10) days' written notice. The City will only pay for any goods or services ordered and accepted by the City. Any payments made in advance will be returned to the City on a prorated basis with the City only paying for those goods or services actually provided.
- D. Funding-Out Clause: Any contract issued as a result of this RFP may be terminated every June 30 based upon the City Council not funding the purchase of goods, services, or utilities to be provided in this bid after each July 1.

- E. Nondiscrimination: Vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.
- F. Applicable Laws and Attorney's Fees: This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorney's fees, court costs, and such other costs as may be fixed by the court. Reasonable attorney's fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.
- G. Entire Agreement: This agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this agreement which are not fully expressed herein. If the attachments or exhibits to this agreement, if any, are inconsistent with this agreement, this agreement shall control.
- H. Insurance Requirements:
- a. Commercial General Liability Insurance. Vendor shall obtain and maintain Commercial General Liability insurance in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit. Vendor's insurance coverage shall be written on an occurrence basis.
  - b. Automobile Liability Insurance. Vendor shall obtain and maintain Automobile Liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence.
  - c. Workers' Compensation Insurance. Vendor is an individual or a company that has entered, or will be entering, into an agreement with City to provide goods or services.

Vendor is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those

provisions which provide for specific exemptions from the requirement that all employers must carry Workers' Compensation insurance, and Vendor maintains they are exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

In addition, during the term of any work for City under said agreement: (1) vendor will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California; or (2) should vendor become subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason, vendor shall forthwith comply with those provisions and send evidence of financial compliance to City.

- d. Acceptability of Insurers. Insurance is to be placed with insurers with a current *A.M. Best's Rating* of A:VII unless otherwise acceptable to City.
- e. Verification of Coverage. Insurance, deductibles, or self-insurance retentions shall be subject to City's approval. Original Certificates of Insurance with endorsements shall be received and approved by City before work commences, and insurance must be in effect for the duration of the Agreement. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to City or increase the duration of the project.
- f. Other Insurance Provisions:
  - (1) If vendor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
  - (2) The City of Mountain View, its officers, officials, employees, and volunteers are to be covered as an additional insured by an endorsement at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of **both** CG 20 10, CG 2026, CG 20 33, or CG 20 38 and CG 20 37 if a later revision is used or other endorsement approved by City's Risk Manager for Commercial General and Automobile Liability coverage.
  - (3) For any claims related to vendor's services pursuant to this agreement, vendor's insurance coverage shall be primary coverage

at least as broad as ISO CG 20 01 04 13 with respect to City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, and volunteers shall not contribute to it.

- (4) Vendor grants City a waiver of any rights to subrogation which any insurer of vendor may acquire against City by virtue of the payment of any loss under such insurance (ISO CG 24 04 for CGL) and an endorsement to the Workers' Compensation policy. This provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.
- (5) Vendor shall provide thirty (30) days' notice to City in the event of cancellation or modification to the stipulated insurance coverage.
- (6) In the event vendor employs subcontractors as part of the work covered by this agreement, it shall be the responsibility of vendor to ensure that all subcontractors comply with the same insurance requirements as stated in this agreement.
- (7) Approval of the insurance by City or acceptance of the Certificate of Insurance by City shall not relieve or decrease the extent to which vendor may be held responsible for payment of damages resulting from vendor's services or operations pursuant to this agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.
- (8) If, for any reason, vendor fails to maintain insurance coverage that is required pursuant to this agreement, the same shall be deemed a material breach of agreement. City, at its sole option, may terminate this agreement and obtain damages from vendor resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to vendor, City may deduct from sums due to vendor any premium costs advanced by City for such insurance.

I. Hold Harmless:

To the fullest extent permitted by law, vendor shall defend, indemnify, and hold City, its officers, employees, agents, and volunteers, harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise from operations of vendor or vendor's contractors, subcontractors, agents, or employees under

this agreement. City shall cooperate reasonably in the defense of any action, and vendor shall employ competent counsel reasonably acceptable to the City Attorney.

## **V. DEFINITIONS**

- A. Vendor shall refer to the individual, partnership, company, or corporation that provides information to the City in response to this RFP.
- B. The City and City are used interchangeably and refer to the City of Mountain View, California.

## **VI. ATTACHMENTS**

Attached are PDF diagrams and concepts of the new Heritage Park and demonstration garden area.